

**ZB# 95-14**

**Cosimo Accumanno**

**39-4-33**

Prelim.

April 24, 1995.  
Motion to sched. P.H.

Need copy of:

- ① Deed ✓
- ② Title Report ✓
- ③ Photos ✓
- ④ Fees. (1) 50.00 ✓  
(2) 300.00 ✓  
(Notice to Sentinel)  
on 5/10/95 Letters out - 5/17/95

Public Hearing:

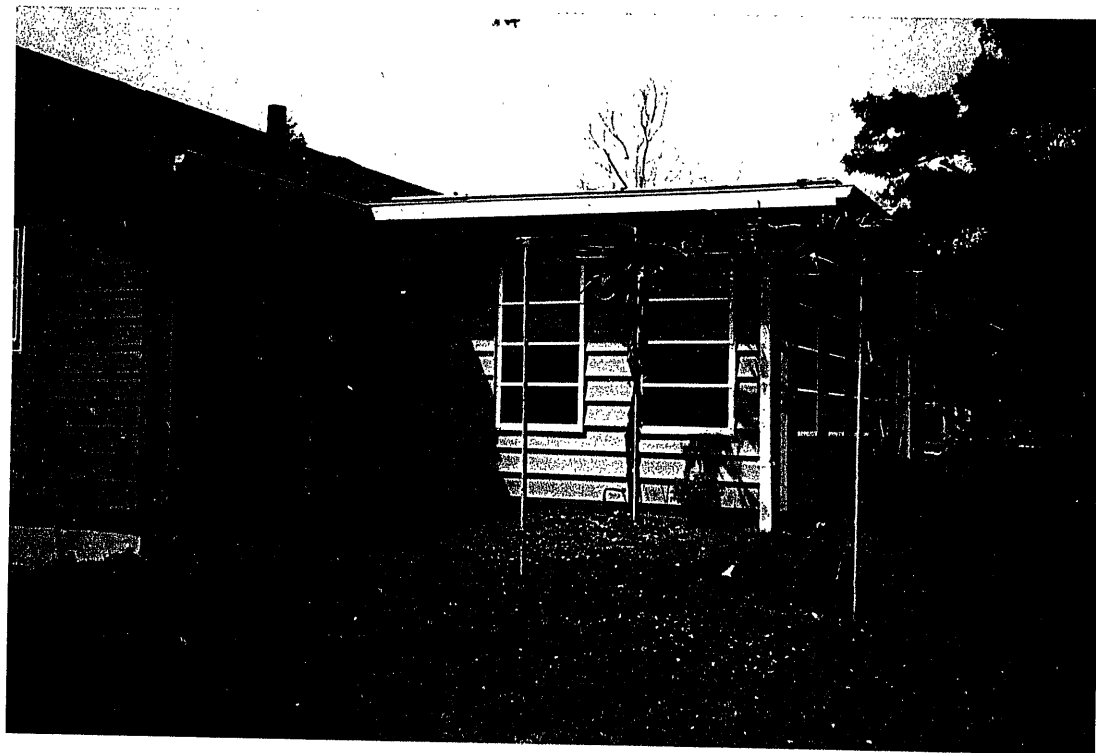
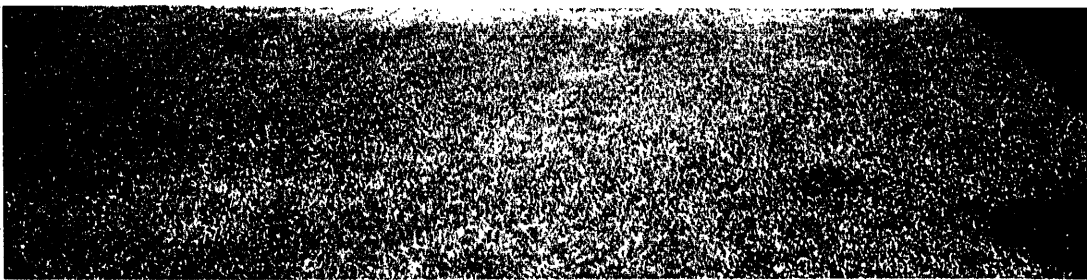
June 12, 1995.

Application -  
for area variance  
approved

Meeting in  
Old meeting  
room.

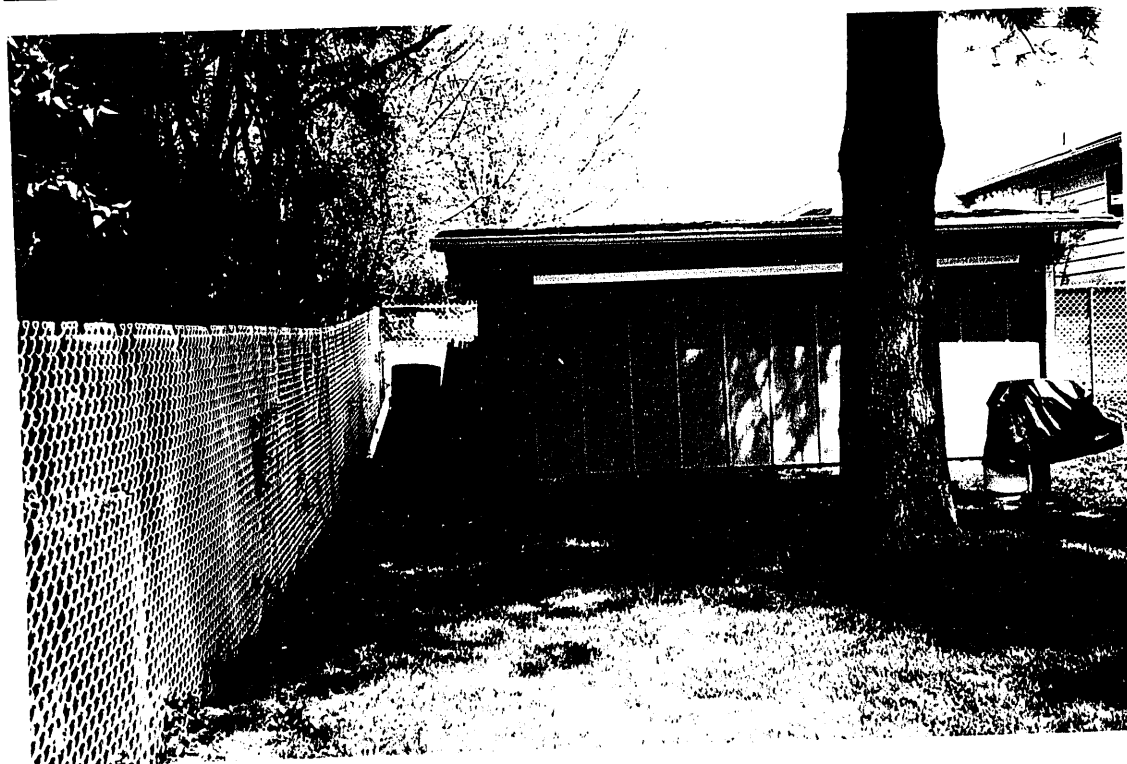
#95-14-Accumanno, Cosmo.  
area.

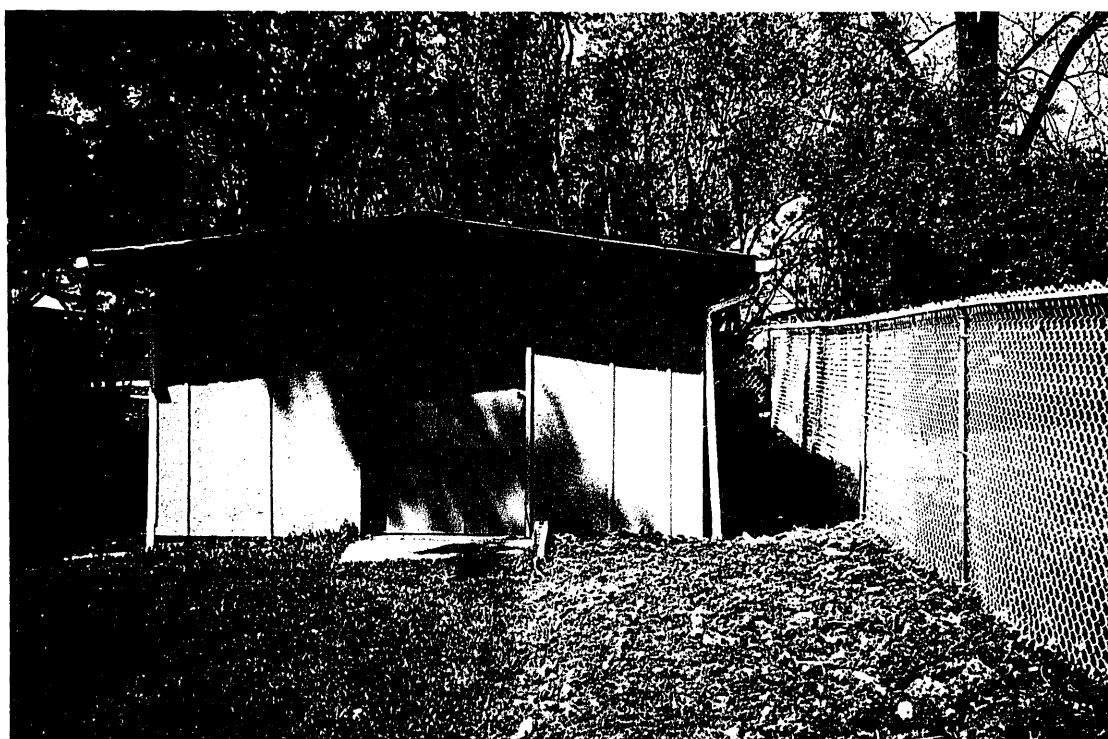
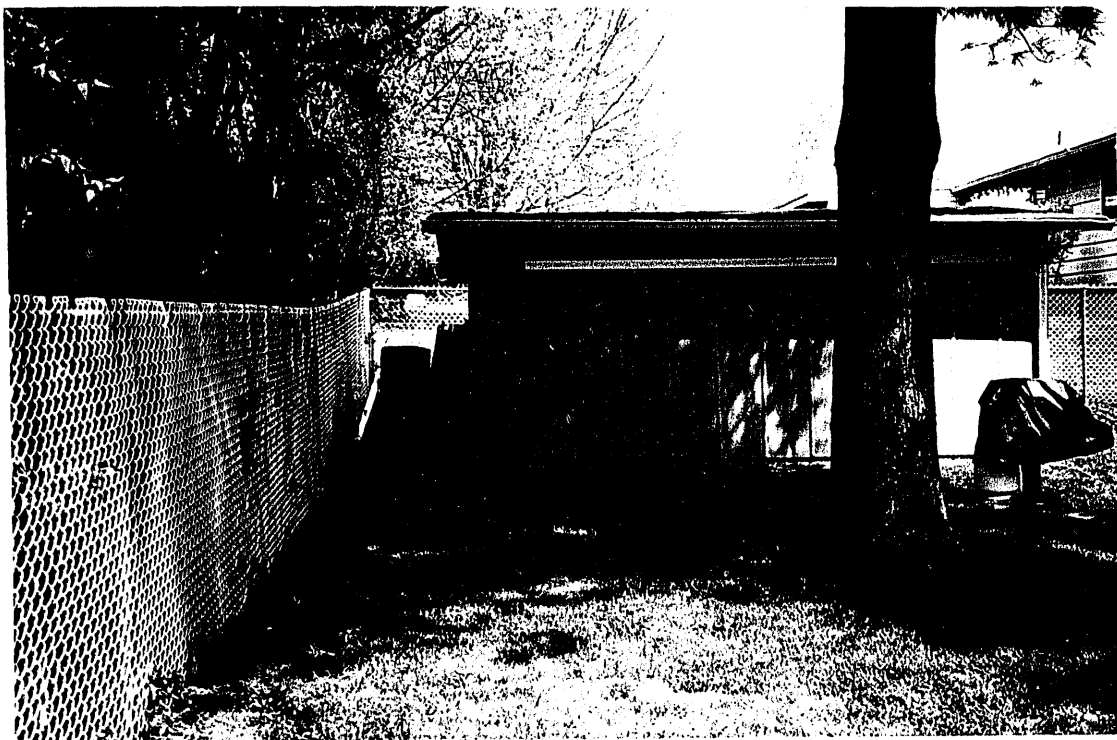




TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, NY 12550			GENERAL RECEIPT		14608
			May 10		19 95
Received of			Cosimo Accumano		\$ 50.00
			Fifty and 00/100		DOLLARS
For			ZBA Variance Application # 95-14		
DISTRIBUTION:					
FUND	CODE	AMOUNT			
PK 1235		\$50.00			
			By Dorothy H. Hager		
			Town Clerk		
			Title		

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564





#95-14-Williamano, Cosma  
Crea.

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Accumanno, Cosmo

FILE # 95-14

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00 paid  
 \* \* \* \* \* ck. 1235 - 5/10/96

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 300.00 paid  
 #1236 5/10/96

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE . 4/24/95 - 3 pages 13.50  
 2ND PRELIM. MEETING - PER PAGE . 5/12/95 - 4 \$ 18.00  
 3RD PRELIM. MEETING - PER PAGE . . . . . \$  
 PUBLIC HEARING - PER PAGE . . . . . \$  
 PUBLIC HEARING (CONT'D) PER PAGE . . . . . \$  
 TOTAL . . . . . \$ 31.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING- \_\_\_\_\_ HRS. . . 9/24/95 . . . . . \$ 35.00  
 2ND PRELIM. \_\_\_\_\_ HRS. . . 9/12/95 . . . . . \$ 35.00  
 3RD PRELIM. \_\_\_\_\_ HRS. . . . . \$  
 PUBLIC HEARING \_\_\_\_\_ HRS. . . . . \$  
 PUBLIC HEARING \_\_\_\_\_ HRS. (CONT'D) . . . . . \$  
 TOTAL HRS. \_\_\_\_\_ @ \$ \_\_\_\_\_ PER HR. \$ \_\_\_\_\_  
 TOTAL . . . . . \$ 70.00

MISC. CHARGES:

\_\_\_\_\_ . . . . . \$  
 TOTAL . . . . . \$ 101.50

LESS ESCROW DEPOSIT . . . \$ 300.00  
 (ADDL. CHARGES DUE) . . . \$  
 REFUND TO APPLICANT DUE . . . \$ 198.50

(ZBA DISK#7-012192.FEE)

Date June 13, 1995.

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO Cosimo Accumanno DR.

1. Hudson Drive

New Windsor, ny 12553

Charge: ZBA Escrow.

[illegible]



FOR various application 28A 95-14 Joseph Accumanno  
#  
Route 32 and Old Temple Hill Road  
Vails Gate, New York 12584  
albany savings bank FSB

PAY TO THE ORDER OF Town of New Windsor \$ 300.00  
Three hundred and 00/100 DOLLARS

1236  
29-7003/2213 24  
May 10, 19 95  
NEW WINDSOR, NY 12553  
1 HUDSON DRIVE  
JOSEPH ACCUMANNO  
COSIMO ACCUMANNO

1235  
24 02254 311 2235

COSIMO ACCUMANNO  
JOSEPH ACCUMANNO  
1 HUDSON DRIVE  
NEW WINDSOR, NY 12553

1235  
29-7003/2213 24  
May 10, 19 95

PAY TO THE ORDER OF Town of New Windsor \$ 50.00  
Fifty and 00/100 DOLLARS

albany savings bank FSB  
Route 32 and Old Temple Hill Road  
Vails Gate, New York 12584

FOR various application 28A 95-14 Joseph Accumanno

1235  
24 02254 311 2235

-----x  
In the Matter of the Application of

COSIMO ACCUMANNO

DECISION GRANTING  
AREA VARIANCES#95-14.  
  
-----x

WHEREAS, COSIMO ACCUMANNO, 1 Hudson Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 6 ft. 1 in. side yard and a 6 ft. 1 in. rear yard variance for an existing shed and a 1 ft. 10 in. rear yard variance for an existing addition located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 12th day of June, 1995, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant appeared himself and with his, son, Joseph; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke and there was no opposition to the application before the Board; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The subject premises is a one-family house located in a neighborhood of one-family homes.

(b) The addition for which the variance is sought has been constructed and has existed for approximately 13 years.

(c) A building permit was issued for the construction of the addition.

(d) The addition was the closing in of an existing porch and, therefore, there is no change in the "footprint" of the home or increase in its proximity to the boundaries of the parcel.

(e) The shed in question is permanently located on a cement pad. The shed in question has been there a number of years.

(f) No complaints or observations from the neighbors

have been received by the owners of the property nor by the Zoning Board of Appeals.

(h) The shed is not noticeable from the street because it is screened by trees and vegetation.

(i) There are a substantial number of homes in the neighborhood that have sheds similar to the one in question.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The variances requested are substantial but nevertheless should be granted.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulties the applicant faces in conforming to the bulk regulations are self-created in that the applicant built the shed and the addition but should be allowed because the applicant obtained a building permit from the Town of New Windsor. The addition and shed appear to be consistent with the neighborhood and have apparently caused no difficulties.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 6 ft. side yard and 6 ft. 1 in. rear yard variance for existing shed and a 1 ft. 10 in. rear yard variance for existing addition at the above address, in an R-4 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: July 10, 1995.

  
Chairman

(ZBA DISK#13-063095.CA)

Date 6/14/95, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth, 147 Sycamore Dr. DR.  
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
6/12/95		Zoning Board Meeting	75 00	
		Misc. - 2		
		Rogers. - 8 pgs		
		Kill G. Realty - 7		
		Tri filo - 6		
		Hayen - 4		
		ECTS - 9		
		Accumanno - 4 18.00		
		Mobil oil - 6		
		Evans - 1		
		47 pp	211 50	
			286 50	

PUBLIC HEARING:

ACCUMANNO, COSIMO

Mr. Joseph Accumanno and Mr. Cosimo Accumanno appeared before the board for this proposal.

MR. NUGENT: Request for 6 ft. side yard and 6 ft. 1 in. rear yard variance for existing shed and 1 ft. 10 in. rear yard variance for existing addition located at 1 Hudson Drive in an R-4 zone.

MR. KRIEGER: Let the record reflect that no one in the audience has indicated a desire to speak to this application.

MS. BARNHART: Also for the record, I sent out 75 addressed and stamped envelopes and notices to adjacent properties owners within 500 feet on May 17, 1995.

MR. NUGENT: Okay, you're on, tell us what you want to do and why for the record.

MR. ACCUMANNO: My name is Joseph Accumanno, I am the applicant's son. This is my father, Cosimo. As we stated, Mr. Chairman, at your preliminary meeting, these are a couple of existing structures which we need to get into compliance with our local laws and so forth. My parents are in the process of marketing the property. It's not sold or any buyers yet or anything but clearly, it's something we're going to need to make sure is fully placed in order before we can go forward with that transaction, if the appropriate buyer should surface so we're here to see if we can gain a variance in order to get the property into compliance.

MR. KANE: How long has the existing addition been on the house?

MR. JOSEPH ACCUMANNO: It's been there for approximately 10 to 11 years, 13, I'm sorry I have been corrected, 13 years.

MR. KRIEGER: Did you get a building permit, was that during the time that you owned it or previously?

MR. JOSEPH ACCUMANNO: It was during the time that we owned it. There was an initial, as a matter of fact, my dad just informed me as we were coming over here that he was able to find an old building permit that was in fact issued and we have a copy of that, I know that once the porch was closed in, which is essentially what this addition is, it was an existing porch which we ended up closing in, that you know the appropriate C.O. and whatever other processes needed to occur did not occur after that so we're here to hopefully to close that loop up or get that process moving. Subsequent to that room being, that porch being closed off, the entire house was re-sided so when one looks at it, I'm sure as evidenced by pictures that has been provided to you, it doesn't stand out as an eyesore or doesn't not fit with the rest of the house or anything.

MR. KANE: On the existing shed, it looks from the pictures is that on a cement pad?

MR. JOSEPH ACCUMANNO: That is on a cement slab, yes, sir.

MR. KANE: So, it would be very difficult and expensive to move that?

MR. JOSEPH ACCUMANNO: I agree with that statement, yes, if it was a simple matter, we would have just moved it. That has also been there for numerous years and not evoked any complaints or discussions from any of the neighbors or anyone for that matter.

MR. REIS: Doesn't create a hazard or inconvenience to anybody?

MR. JOSEPH ACCUMANNO: None that we're aware of. We have had absolutely no complaints or observations made by any neighbors or anyone for that matter. It's on an interior corner of a property, it's not even noticeable from the street or anything. It's all trees around it. Even the neighbors probably can't even see it.

MR. KANE: Most of the homes in that neighborhood have similar type sheds?

MR. JOSEPH ACCUMANNO: I would not say most but--

MR. KRIEGER: A substantial number.

MR. JOSEPH ACCUMANNO: But a substantial number do have freestanding sheds for lawn mowers.

MR. KRIEGER: Similar, not identical, just similar.

MR. JOSEPH ACCUMANNO: Substantially, yes, this is not outrageously different from anything else I have seen.

MR. TORLEY: Just that it is in better shape than most.

MR. JOSEPH ACCUMANNO: Well, I appreciate that. My folks take a lot of pride in their house and everything is maintained as best they can.

MR. NUGENT: If there's no further questions by the board?

MR. KANE: I have none.

MR. NUGENT: I'll accept a motion.

MR. KANE: Mr. Chairman, I move that we grant the request for six foot side yard and six foot one inch rear yard variance for existing shed and one foot ten inch rear yard variance for existing addition at 1 Hudson Drive for Mr. Cosimo Accumanno.

MR. REIS: I second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. REIS	AYE

MR. JOSEPH ACCUMANNO: May I ask a quick question? What do we need to do next as far as building permits?



June 12, 1995

39

MR. BABCOCK: You need to contact my office and we'll get the permits typed up and I'll get them typed up tomorrow sometime then we have to do an inspection and go from there.

MR. ACCUMMANO: Fine, thank you very much again.

*Prelim.*  
*April 24, 1995*  
*7:30 p.m.* *Page 1 of 5*  
*Pages*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

*#95-14*

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: APRIL 7, 1995

APPLICANT: COSIMO ACCUMANNO  
1 HUDSON DRIVE  
NEW WINDSOR, N.Y. 12553

*Joseph - Son*  
*Accumanno*

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: APRIL 5, 1995

FOR (BUILDING PERMIT):

SHED

*(Existing)*

LOCATED AT: 1 HUDSON DRIVE

ZONE: R4

DESCRIPTION OF EXISTING SITE:

SECTION: 39, BLOCK: 4, LOT: 33  
ONE FAMILY DWELLING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. SHED DOES NOT MEET THE REQUIRED 10 FOOT SETBACK FROM BOTH THE REAR AND SIDE YARD PROPERTY LINES.

*Ernst L. Schmidt*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

ZONE: R4            USE 48-14 A(1)(b)

MIN. LOT AREA

MIN. LOT WIDTH

REQ'D FRONT YD

REQ'D SIDE YD	10FT.	3FT. 11 IN.	6FT. 1 IN.
---------------	-------	-------------	------------

REQ'D TOTAL SIDE YD

REQ'D REAR YD.	10FT.	3FT. 11 IN.	6FT. 1 IN.
----------------	-------	-------------	------------

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

# Needs VARRANCE

## IMPORTANT

(2)

### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL.HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN.BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises.....Cosimo Accumanno.....  
Address.....1 Hudson Drive New Windsor, NY.....Phone.....569-0157.....  
Name of Architect.....—.....  
Address.....—.....Phone.....—.....  
Name of Contractor.....Self.....  
Address.....—.....Phone.....—.....

State whether applicant is owner, lessee, agent, architect, engineer or builder..... Owner

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the Nor<sup>th</sup> side of Hudson Drive  
and..... 0 .....feet from the intersection of (N.S.E. or W.) Birchwood Drive
2. Zone or use district in which premises are situated Residential Is property a flood zone? Yes..... No. X
3. Tax Map description of property: Section..... 39 ..... Block..... 4 ..... Lot..... 33
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
a. Existing use and occupancy..... residential ..... b. Intended use and occupancy..... residential
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....  
Removal..... Demolition..... Other. X (shed)
6. Size of lot: Front Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....  
Is this a corner lot? yes
7. Dimensions of entire new construction: Front. 12'9" Rear. 12'9" Depth. 16'3" Height. 7' Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
Number of bedrooms..... Baths..... Toilets.....  
Heating Plant: Gas..... Oil..... Electric/Hot Air..... Hot Water.....  
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use .....
10. Estimated cost..... \$600.00 ..... Fee.....  
(to be paid on this application)
11. School District Newburgh

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....

Office Of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date... March 5, 1995

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

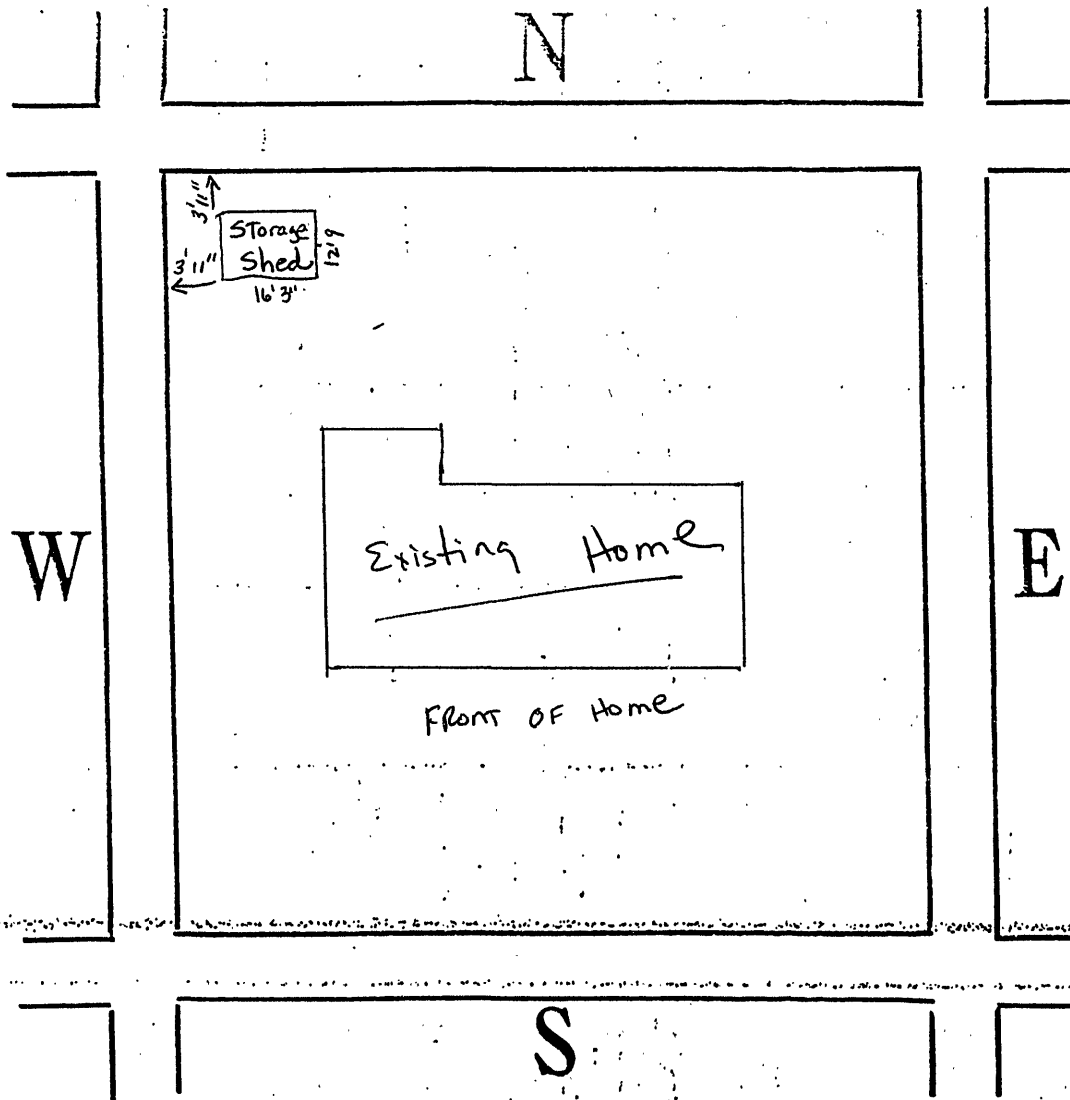
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws or ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

.....  
(Signature of Applicant)

.....  
(Address of Applicant)

PLOT PLAN

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Page 3 of  
5 pages

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: APRIL 7, 1995

APPLICANT: COSIMO ACCUMANNO  
1 HUDSON DRIVE  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: APRIL 5, 1995  
FOR (BUILDING PERMIT): (AND ADDITION) Existing  
LOCATED AT: 1 HUDSON DRIVE

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION: 39, BLOCK: 4, LOT: 33  
ONE FAMILY DWELLING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. ADDITION DOES NOT MEET THE REQUIRED REAR YARD DEPTH

Eust L. Schmidt  
BUILDING INSPECTOR



REQUIREMENTS

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

ZONE: R4            USE R4 BULK TABLE - 610

MIN. LOT AREA

MIN. LOT WIDTH

REQ'D FRONT YD

REQ'D SIDE YD

REQ'D TOTAL SIDE YD

REQ'D REAR YD. 40FT.

38FT. 2IN.

1FT. 10IN.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

Need's VArance

(4)

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

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5. INSULATION.
6. PLUMBING FINAL & FINAL.HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN.BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
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13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises.....Cosimo Accumanno  
Address.....1 Hudson Drive New Windsor NY 12553  
Phone.....569-0157  
Name of Architect .....  
Address .....  
Phone.....  
Name of Contractor .....

Address ..... Phone .....

State whether applicant is owner, lessee, agent, architect, engineer or builder ..... Owner .....

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the North side of Hudson Drive  
(N.S.E. or W.)  
and 0 feet from the intersection of Birchwood Drive
2. Zone or use district in which premises are situated Residential Is property a flood zone? Yes..... No X
3. Tax Map description of property: Section 39 Block 4 Lot 33
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
a. Existing use and occupancy Residence b. Intended use and occupancy Residence
5. Nature of work (check which applicable): New Building..... Addition X Alteration..... Repair.....  
Removal..... Demolition..... Other.....
6. Size of lot: Front Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....  
Is this a corner lot? Yes
7. Dimensions of entire new construction: Front 18'7" Rear 18'7" Depth 13'8" Height 7'6" Number of stories 1
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
Number of bedrooms..... Baths..... Toilets.....  
Heating Plant: Gas..... Oil..... Electric/Hot Air..... Hot Water.....  
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use .....
10. Estimated cost \$ 5,000 Fee.....  
(to be paid on this application)
11. School District Newburgh

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....

Office Of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date..... March 5, 1995.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. ~~Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.~~
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

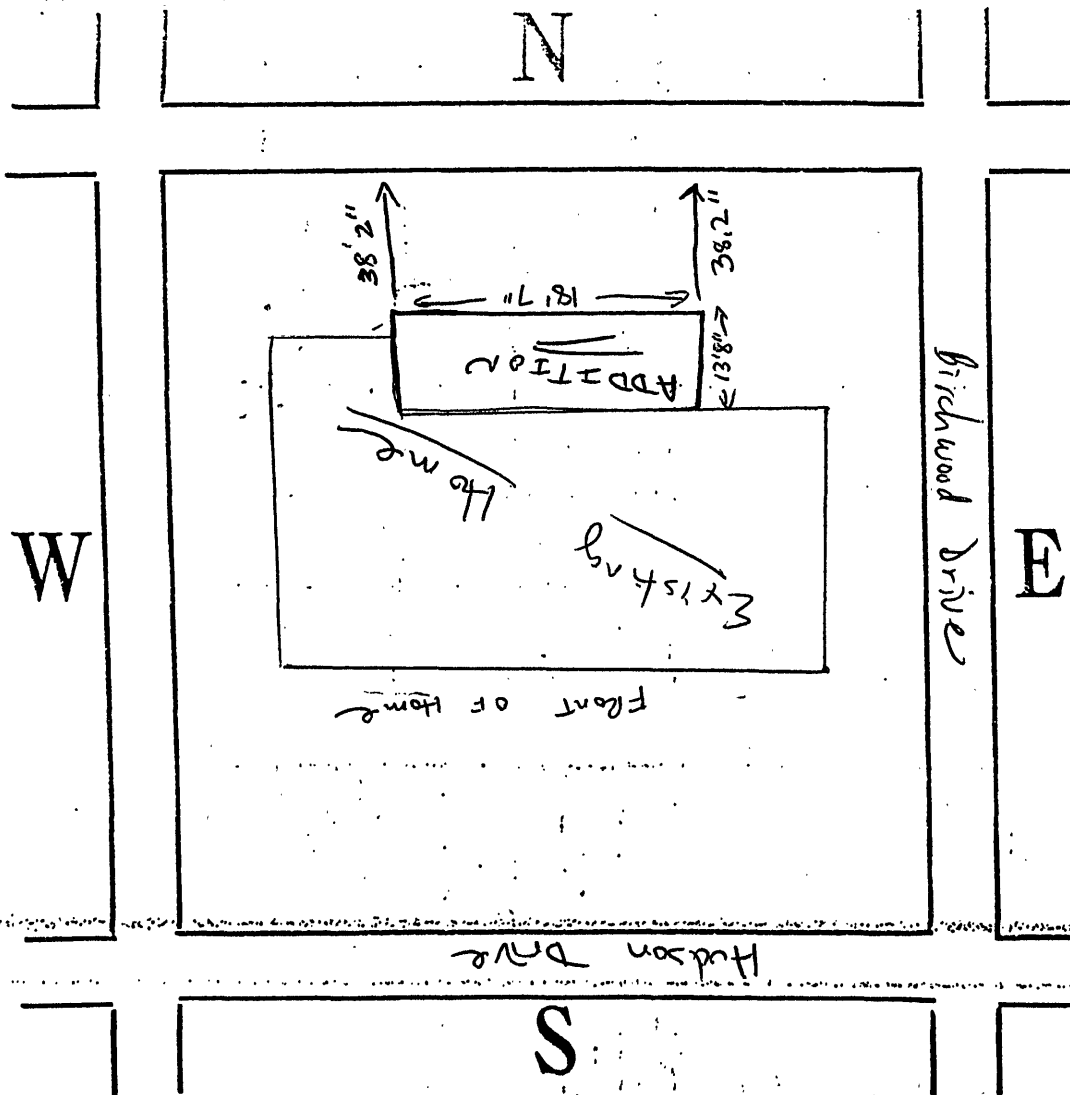
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws or ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.  
Applicant must indicate the building line or lines clearly and distinctly on the drawings.





SECTION 40

SECTION 38

SECTION 44

SECTION 43

SECTION 25

SECTION 24

245

ALL NEWBURNH SCHOOL DISTRICT  
ALL VAILS GATE FINE DISTRICT

Prepared by  
**AERO SERVICE CORPORATION**  
AERIAL PHOTOGRAPHY  
FOR TAX PURPOSES ONLY  
NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FINED PLAN LOT LINE	1st MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE LINE	SECTION LINE	1st MAP PARCEL NO.	FILED PLAN LOT NO.
ALCOA R. R. LINE	WATER LINE	AREA	STATE HIGHWAYS
SPECIAL LINE	STREETS	DIMENSIONS	COUNTY HIGHWAYS
PROPERTY			TOWN ROADS

**ORANGE COUNTY~NEW YORK**

Photo No. 14-3132 Date of Map: 9-24-67  
Date of Photo: 3-1-65 Date of Revision: 3-1-91  
Scale 1"=100'

TOWN OF NEW WINDSOR

Section No. 39

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 95-14

Date: \_\_\_\_\_

I. Applicant Information:

- (a) Cosimo Accumanno 1 Hudson Drive New Windsor 569-0157  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R4 1 Hudson Drive New Windsor 39,433 1/3 acre  
(Zone) (Address) (S, B, L) (Lot size)
- (b) What other zones lie within 500 ft.? R4
- (c) Is a pending sale or lease subject to ZBA approval of this application? no - however property is currently for sale.
- (d) When was property purchased by present owner? 2/19/81
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow: \_\_\_\_\_  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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N/A

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No ✓.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

shed use 48-14 A (1) (b)  
addition use A4 Bulk table - G10

Requirements	Proposed or Available	Variance Request
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Regd. Front Yd. _____	_____	_____
- shed Regd. Side Yd. <u>10 ft.</u>	<u>3 ft. 11 in.</u>	<u>6 ft. 2 in.</u>
- shed Regd. Rear Yd. <u>10 ft.</u>	<u>3 ft. 11 in.</u>	<u>6 ft. 2 in.</u>
- Addition Regd. Rear Yd. <u>40 ft.</u>	<u>38 ft. 2 in.</u>	<u>1 ft. 10 in.</u>
Regd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)



whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

Both the addition and shed have been built to blend-in with surrounding structures. Both have been in place for several years and no neighbors or anyone for that matter have expressed any concerns or complaints about the subjects for variance.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

N/A  
(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A  
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_  
\_\_\_\_\_

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The steel and additions are both built to blend in with surrounding structures.

## IX. Attachments required:

- \_\_\_\_\_ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- \_\_\_\_\_ Copy of tax map showing adjacent properties.
- \_\_\_\_\_ Copy of contract of sale, lease or franchise agreement.
- \_\_\_\_\_ Copy of deed and title policy.
- \_\_\_\_\_ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- \_\_\_\_\_ Copy(ies) of sign(s) with dimensions and location.
- \_\_\_\_\_ Two (2) checks, one in the amount of \$\_\_\_\_\_ and the second check in the amount of \$\_\_\_\_\_, each payable to the TOWN OF NEW WINDSOR.
- \_\_\_\_\_ Photographs of existing premises from several angles.

X. Affidavit.

Date: \_\_\_\_\_

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X Gonimo Accasmonu  
(Applicant)

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_

(b) Variance: Granted (\_\_\_) Denied (\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC  
HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF  
APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

Rec'd. ZBA  
5/19/95 (PAB)

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 14

Request of Cosimo Accumanno

for a VARIANCE of the Zoning Local Law to permit:

- <sup>Existing:</sup>  
① Addition on rear of house which is 1 ft. 10 in short of required yard depth.  
② Shed on corner of property less than 10 ft required setback from rear & side property lines.

being a VARIANCE of Section 48-12 - Table of Use/Bulk

Regs. - Col. F & G.

for property situated as follows:

1 Hudson Drive New Windsor, N.Y. 12553

known as tax lot Section 39 Block 4 Lot 33.

SAID HEARING will take place on the 12<sup>th</sup> day of June, 1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 7:30 o'clock P. M.

James Nugent  
Chairman

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

Cosimo Accumante,

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

# 95-14..

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On May 12, 1995, I compared the 76 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
17<sup>th</sup> day of May, 1995.

Dubarak Allen  
Notary Public

**DEBORAH GREEN**  
**Notary Public, State of New York**  
**Qualified in Orange County**  
**# 4984065**  
**Commission Expires July 15, 1995**

(TA DOCDISK#7-030586.AOS)



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

176

1763

May 8, 1995

Mr. Cosimo Accumanno  
1 Hudson Drive  
New Windsor, NY 12553

Re: Tax Map Parcel #39-4-33

Dear Mr. Accumanno:

According to our records, the attached list of property owners are within five hundred (500) feet of the above-referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00, which leaves a balance due of \$70.00.

Sincerely,

LESLIE COOK  
Sole Assessor

*L. Cook /cd.*  
/po

Attachments

cc: Patricia A. Barnhart

Rollie, Edward X  
46 Harth Dr.  
New Windsor, NY 12553

Chalermvong, Iasem & Kom-Kuy  
Cresthaven Dr.  
New Windsor, NY 12553 X

Dimorelli, Anthony Jr. & Cele  
Cresthaven Dr.  
New Windsor, NY 12553 X

Alszewski, Dawn M. X  
Valewood Dr.  
New Windsor, NY 12553

Hullar, William James X  
Valewood Dr.  
New Windsor, NY 12553

Lupitza, Robert J. & Theresa  
Valewood Dr.  
New Windsor, NY 12553 X

Lears, Thomas M. & Elena  
Valewood Dr.  
New Windsor, NY 12553 X

Humming, Robert J. & Marion T.  
Valewood Dr.  
New Windsor, NY 12553 X

Crawshaw, Dennis B. X  
14 Harth Dr.  
New Windsor, NY 12553

Green, Harold D. & T. Karole X  
12 Harth Dr.  
New Windsor, NY 12553

Magren, Carl W. & Elizabeth G. X  
Valewood Dr.  
New Windsor, NY 12553

Witt, Roy G. & Dolores D. X  
Valewood Dr.  
New Windsor, NY 12553

Ranchini, Anthony & Genevieve X  
Valewood Dr.  
New Windsor, NY 12553

Dall, Louis D. & Marion B. X  
Valewood Dr.  
New Windsor, NY 12553

Scherf, Howard & Phyllis X  
10 Valewood Dr.  
New Windsor, NY 12553

Collery, Richard G. & Angela R.  
12 Valewood Dr. X  
New Windsor, NY 12553

Suchowiecki, Michael & Janice  
14 Valewood Dr. X  
New Windsor, NY 12553

Satenberg, Matthew & X  
Betz, Jacqueline M.  
14 Birchwood Dr.  
New Windsor, NY 12553

Puglisi, Henry & Mary X  
12 Birchwood Dr.  
New Windsor, NY 12553

Haddock, Frances &  
Kissam, Gary & Veronica X  
10 Birchwood Dr.  
New Windsor, NY 12553

Coleman, Roy H. & Lucille R.  
8 Birchwood Dr. X  
New Windsor, NY 12553

McKee, John A. & Eunice E. X  
6 Birchwood Lane  
New Windsor, NY 12553

Harris, Eleanor A. & Kenneth R. X  
4 Birchwood Lane  
New Windsor, NY 12553

O'Dell, Harriet R. X  
2 Birchwood Lane  
New Windsor, NY 12553

Tompkins, Harry C. Jr. & Audrey K. X  
26 Harth Dr.  
New Windsor, NY 12553

Upton, Robert W. & Roma M. X  
106 Chestnut Ave.  
New Windsor, NY 12553

Pavlik, Carl & Hazel X  
30 Harth Dr.  
New Windsor, NY 12553



DiGisco, Charles & Celeste  
1 Birchwood Dr.  
New Windsor, NY 12553 X

Burt, Lois A.  
3 Birchwood Dr.  
New Windsor, NY 12553 X

Millen, Walter F.  
5 Birchwood Dr.  
New Windsor, NY 12553 X

Fuat, Aydogan & Nazire  
7 Birchwood Dr.  
New Windsor, NY 12553 X

Benichasa, John & Sonia  
9 Birchwood Dr.  
New Windsor, NY 12553 X

Maxwell, Brian & Angela  
13 Hudson Dr.  
New Windsor, NY 12553 X

Maxwell, Michael E. & Frances E.  
11 Hudson Dr.  
New Windsor, NY 12553 X

Smith, Robert R. & Rhoda L.  
9 Hudson Dr.  
New Windsor, NY 12553 X

Giuliani, Anthony & Christina  
PO Box 148  
Milton, NY 12547 X

DeSousa, Manuel & Diana  
5 Hudson Dr.  
New Windsor, NY 12553 X

Sullivan, Raymond J. & Janet D.  
3 Hudson Dr.  
New Windsor, NY 12553 X

Smith, John A. & Patricia A.  
31 Harth Dr.  
New Windsor, NY 12553 X

Dawson, Denise Irene  
29 Harth Dr.  
New Windsor, NY 12553 X

Rogers, Charles W. & Doris A. X  
27 Harth Dr.  
New Windsor, NY 12553

Herrman, John J. & Jeannette A. X  
25 Harth Dr.  
New Windsor, NY 12553

Willkomm, Helen X  
23 Harth Dr.  
New Windsor, NY 12553

Graziano, Felice & Charles  
21 Harth Dr. X  
New Windsor, NY 12553

Melfi, Robert & Jacqueline X  
19 Harth Dr.  
New Windsor, NY 12553

Melick, Frederick J. & Jean D. X  
17 Harth Dr.  
New Windsor, NY 12553

Tym, Ted & Elizabeth F. X  
15 Harth Dr.  
New Windsor, NY 12553

Herman, James T. & Laura H. X  
16 Willow Parkway  
New Windsor, NY 12553

Tipton, Joseph M. & Bernardita A. X  
18 Willow Parkway  
New Windsor, NY 12553

Smith, Michael & Ann D. X  
20 Willow Parkway  
New Windsor, NY 12553

Amato, Carlo & Rosa X  
2142 E. 63rd St. #1  
Brooklyn, NY 11234-6302

Hendrickson, Joseph & Ruth X  
PO Box 4711  
New Windsor, NY 12553

Greeney, William J. & Diane E. X  
20 Harth Dr.  
New Windsor, NY 12553

Wilson, Olive A. X  
22 Harth Dr.  
New Windsor, NY 12553

Crosby, Orbert Jr. &  
Werner, Alissa M. X  
24 Harth Dr.  
New Windsor, NY 12553

Rotondi, Edward M. & Mae X  
2 Hudson Dr.  
New Windsor, NY 12553

Conklin, Timothy & Donna X  
4 Hudson Dr.  
New Windsor, NY 12553

Ocskay, Elizabeth &  
Irvine, Mary Lilian X  
6 Hudson Dr.  
New Windsor, NY 12553

Wentzel, Mark L. & Diane M. X  
8 Hudson Dr.  
New Windsor, NYf 12553

Baranski, Charles J. Jr. & Linda X  
10 Hudson Dr.  
New Windsor, NY 12553

LaGoy, Raymond A. & Elizabeth T. X  
12 Hudson Dr.  
New Windsor, NY 12553

Albrecht, David C. & Debra X  
14 Hudson Dr.  
New Windsor, NY 12553

Mazzarelli, Kathleen M. X  
16 Hudson Dr.  
New Windsor, NY 12553

Town of New Windsor X  
555 Union Ave.  
New Windsor, NY 12553

Lyon, Lois X  
2 Chimney Corner  
New Windsor, NY 12553

Ciaccio, Paul M. & Cheryl A. X  
4 Chimney Corner  
New Windsor, NY 12553

Butler, Richard & Frances X  
6 Chimney Corner  
New Windsor, NY 12553

Henry, Everette & Patrice  
5 Chimney Corner X  
New Windsor, NY 12553

D'Ambrosio, Martha  
3 Chimney Corner X  
New Windsor, NY 12553

Metzner, Thomas F. & Sally F.  
1 Chimney Corner X  
New Windsor, NY 12553

Fox, Thomas & Kathleen  
14 Spring Rock Rd. X  
New Windsor, NY 12553

Shenker, Martin F. & Bette J.  
16 Spring Rock Rd. X  
New Windsor, NY 12553

Piqueras, Joseph & Cecelia  
18 Spring Rock Rd. X  
New Windsor, NY 12553

Evans, Gerald V. & Diane M.  
20 Spring Rock Rd. X  
New Windsor, NYf 12553

Rapa, Peter C. & Frances  
22 Spring Rock Rd. X  
New Windsor, NY 12553

Date 5/12/95, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth, 147 Sycamore Dr. DR.  
New Windsor NY 12553

DATE	CLAIMED	ALLOWED
4/24/95	75 00	
Zoning Board Meeting		
Misc. - 1		
Accumanno - 3 9.00		
Cox - 3		
Davidson - 4		
Tierney - 3		
Meyers - 8		
Park Road - 10		
Cicarelli - 10	189 00	
42 pp		
APPROVED:	264 00	
Chairman - ZBA		

ACCUMANNO, COSMO

MR. NUGENT: Request for 6 ft. 1 in. side and rear yard variances for existing shed and 1 ft. 10 in. rear yard variance for existing addition located at 1 Hudson Drive in an R-4 zone.

Joseph Accumanno appeared before the board for this proposal.

MR. NUGENT: Tell the board what your intentions are.

MR. ACCUMMANO: Yes, my name is Joe Accumanno and I am here to help my dad out, he's the actual owner of the property. The reason why he's here, my parents are starting the process of selling their home and in doing so, having the realtor come over, take a look at the house, she suggested, she was curious whether or not we had the proper spacing for the shed and for the house. And we went back and realized we don't. Therefore, we're here with to request a building permit to cover the shed as well as the porch that was denied, apparently, we need a variance because of the space requirements. So we're here to start that process and learn what we need to do in order to make everything satisfactory along with the town laws.

MR. NUGENT: I'm looking at the drawing that you submitted on your Notice of Disapproval, it says that the shed is three foot eleven inches from each corner of your lot. Is there any reason that that shed, is that a permanent structure?

MR. ACCUMANNO: Presumably, it could be moved, although it's a wood structure, not one of these pre-fab things, just hand built, sitting on a concrete slab.

MR. NUGENT: Concrete slab couldn't be moved?

MR. ACCUMANNO: No, we'd have to dislodge the wood structure from the concrete slab and try to move that. If that is what we had to do, obviously it wouldn't be an easy thing to do.

MR. NUGENT: We'd just like a minute to review the

paperwork on it and we'll maybe have a few more questions.

MR. REIS: Okay, if I can ask a question while you're reviewing that?

MR. NUGENT: Absolutely.

MR. REIS: Can you tell us how long this shed has been there?

MR. ACCUMANNO: Approximately, 13, 14 years.

MR. REIS: Thank you.

(Whereupon, Mr. Torley left the room.)

MR. NUGENT: Are there any other questions by the board?

MR. BABCOCK: On the tax map, they marked the wrong lot.

MR. NUGENT: I wasn't, I was going to ask that question because it didn't make any sense.

MR. BABCOCK: It's lot 33, it's two lots below that, if you are looking at it, they marked 39.4.3 instead of 39.4.33 see it there? It's right on the corner of Birchwood and Hudson.

MR. NUGENT: Any other questions?

MR. REIS: No.

MR. LANGANKE: No.

MR. NUGENT: I'll accept a motion.

MR. LANGANKE: I make a motion that we set up Mr. Accumanno up for a public hearing for his variance request.

MR. REIS: Second it.

April 24, 1995

4

ROLL CALL

MR. LANGANKE	AYE
MR. NUGENT	AYE
MR. REIS	AYE

MS. BARNHART: Here's your paperwork.

MR. NUGENT: That is basically self-explanatory and the attorney would like to give you a few things.

MR. KRIEGER: When you come back, the Zoning Board must decide according to certain criteria set forth now by the lawyer, this is a list of the criteria and if you would address yourself when you come back to those items in order, that would be helpful to the board. Do you have either or both your deed or title insurance policy?

MR. ACCUMANNO: Yes. Not with us.

MR. KRIEGER: No. If you would bring those with you next time so I can look at them. There's no need for me to keep them but I would like to look at them.

MR. ACCUMANNO: I'll deliver a copy.

MR. NUGENT: If you can take some pictures of the shed and the locations on the property, it will give the board members a better idea of what you're asking for in relation to your neighbors and all that, okay?  
Thank you.



# POLICY OF TITLE INSURANCE

NO. HN 12 9  
NO. 28401

Issued by



**american title insurance company**  
new york division

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

*In Witness Whereof*, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

**american title insurance company**

*Vice President and  
Regional Manager*



## CONDITIONS OF THIS POLICY

### 1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

### 2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

### 3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

### 4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

### 5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

**SCHEDULE A**

Date of Policy Feb. 20, 1981

Amount of Insurance \$ 42,000.00

TITLE NO. HN 12 993 F  
POLICY NO. 284019

Name of Insured: COSIMOS and JENNY ACCUMANNO

The estate or interest insured by this policy is **Fee Simple**

vested in the insured by means of Deed dated February 19, 1981 made by  
Salvacion H. Coronado and Evelyn J.  
Concepcion, to the insured, recorded  
February 20, 1981 in the Orange County  
Clerk's Office in Liber 2185, p. 417.

The premises in which the insured has the estate or interest covered by this policy

(See Schedule "A" Attached)

Countersigned and Validated

BY 

AUTHORIZED REPRESENTATIVE

SCHEDULE "A"  
HN 12 993 F

§11 that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, and State of New York, bounded and described as follows: Known and shown as Lot No. 1 Hudson Drive, on Map of Plots A and B of Willow Acres Development, made June 1959 by Nial Sherwood, C.E., filed July 10, 1959, as Map No. 1811, Pocket 15, Folder A. Orange County Clerk's Office, which lot is more particularly bounded and described as follows:

BEGINNING at a point on the northerly bounds of Hudson Drive, said point being South 77°, 04' East 110 feet from the intersection of the said northerly bounds of Hudson Drive with the easterly bounds of Harth Drive and runs thence South 77° 04' East along the northerly bounds of Hudson Drive 110 feet to a point; thence North 12° 56' East along the westerly bounds of a proposed street 120 feet to a point; thence North 77° 04' 110 west feet to a point, a common corner of Lot No. 26 and Lot No. 28 Harth Drive and Lot No. 1 Hudson Drive; thence South 12° 56' West 120 feet to the point of beginning containing more or less land, as surveyd by Alger O. Royce, L.S., Liberty, New York. Said premises also being known as 1 Hudson Drive.

## SCHEDULE B

TITLE NO.

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.

Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

(Continued)

SCHEDULE " B "  
TITLE NO. HN 12 993 F  
POLICY NO. 284019

7. Rights if any, in favor of any electric light or telephone company to maintain guy wires, extending from said premises to poles located on the roads on which said premises abut, but policy does insure however, that there are no such agreements of record in connection herewith except as shown herein.
8. Underground encroachments and easements, if any including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy insures however, that there are no such agreements of record in connection herewith except as shown herein.
9. The exact acreage of the premises herein are not insured.
10. Riparian rights if any, in favor of the premises herein are not insured.
11. Rights of others to drain through creeks, or streams if any, which cross premises and the natural flow thereof is excepted.
12. Policy excepts any state of facts which a personal inspection of the premises herein described would disclose.
13. Grants: Liber 1489 cp. 316 - Liber 1477 cp. 464  
Liber 1498 cp. 395 - Liber 1527 cp. 20  
Covenants & Restrictions: Liber 1636 cp. 253  
Liber 2071 cp. 481.
14. Survey dated June 23, 1977 by A.R. Sparaco, Jr. shows premises improved with dwelling within bounds, drive to dwelling; No utility easements shown.  
Subject to changes since date of survey.
15. No water or well rights are insured.
16. No lands lying in the bed of any street or road abutting or bounding premises in Schedule "A" herein are insured.

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

#### 6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into

separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

#### 7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

#### 8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The

rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

#### 9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

#### 10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

#### 11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

#### 12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be affected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.

## POLICY OF TITLE INSURANCE



**american title insurance company**  
new york division

### EXECUTIVE OFFICES

360 LEXINGTON AVENUE, NEW YORK, N.Y. • (212) 687-5400

100 CLINTON STREET, BROOKLYN, N.Y. 11201 • (212) 852-4000

50 EAST OLD COUNTRY ROAD, MINEOLA, N.Y. 11501 • (516) 746-4800

130 OSBORNE AVENUE, RIVERHEAD, N.Y. 11901 • (516) 727-5500

200 MAMARONECK AVENUE, WHITE PLAINS, N.Y. 10601 • (914) 945-1600

11 NORTH PEARL STREET, ALBANY, N.Y. 12207 • (518) 434-1104

20 SO. MAIN STREET, NEW CITY, N.Y. 10956 • (914) 634-3636

89-02 SUTPHIN BLVD., JAMAICA, N.Y. 11435 • (212) 526-0700

Licensed in 45 States, the District of  
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Islands and the Netherlands Antilles



Member of  
The Continental  
Insurance Companies





HN 12,993

# This Indenture,

Made the

19<sup>th</sup>

day of February

, nineteen

hundred and eighty-one.

Between SALVACION H. CORONADO and EVELYN J. CONCEPCION, residing  
at 1 Hudson Drive, New Windsor, New York,

*parties of the first part, and*

COSIMOS and JENNY ACCUMANNO, residing at R.D. #1, Box 316 Capriano Road  
Clintondale, New York,

*parties of the second part:*

**Witnesseth**, that the parties of the first part, in consideration of  
TEN AND 0/100-----(\$10.00)-----Dollars,  
lawful money of the United States, and other good and valuable consideration  
*paid by the parties of the second part,*  
do hereby grant and release unto the parties of the second part,  
their heirs and assigns forever,

**All** that certain plot, piece or parcel of land with the buildings  
and improvements thereon erected, situate, lying and being in the Town of  
New Windsor, County of Orange, and State of New York, bounded and de-  
scribed as follows: Known and shown as Lot No. 1 Hudson Drive, on Map  
of Plots A and B of Willow Acres Development, made June 1959 by Nial  
Sherwood, C.E., filed July 10, 1959, as Map No. 1811, Pocket 15,  
Folder A. Orange County Clerk's Office, which lot is more particularly  
bounded and described as follows:

X  
BEGINNING at a point on the northerly bounds of Hudson Drive, said point being South 77°, 04' East 110 feet from the intersection of the said northerly bounds of Hudson Drive with the easterly bounds of Harth Drive and runs thence South 77° 04' East along the northerly bounds of Hudson Drive 110 feet to a point; thence North 12° 56' East along the westerly bounds of a proposed street 120 feet to a point; thence North 77° 04' 110 west feet to a point, a common corner of Lot No. 26 and Lot No. 28 Harth Drive and Lot No. 1 Hudson Drive; thence South 12° 56' West 120 feet to the point of beginning containing more or less land, as surveyd by Alger O. Royce, L.S., Liberty, New York. Said premises also being known as 1 Hudson Drive.

SUBJECT to all grants of record heretofore given to Central Hudson Gas and Electric Corporation and New York Telephone Company.

The instant conveyances is subject to the following covenants and restrictions: - In respect to lots shown on Plot A of Map No. 1811, filed in the Orange County Clerk's Office July 10, 1959.

1. That only one one-family residence dwelling may be erected on said premises together with garage for not more than two automobiles and said premises occupied for residence purposes only, excepting that this shall not exclude usage by Doctors, Dentists, Lawyers and Real Estate Brokers and similar professions for home and office, provided that exterior architecture of building is kept residential in appearance.
2. That no shack, shanty or trailer shall be erected or permitted on said premises.

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(over)

3. That no animals, livestock, fowl or chickens may be kept or maintained on said premises, but a reasonable number of household pets may be so maintained.

4. That no unsightly, offensive or objectionable materials shall be stored or kept on said premises.

SUBJECT to zoning ordinances and buildings regulations of the Town of New Windsor.

BEING the same premises conveyed in a deed dated June 28, 1977, from Shirley F. Erwin (formerly known as Shirley F. Bailey) to Salvacion H. Coronado and Evelyn J. Concepcion and recorded in the Orange County Clerk's Office on July 5, 1977, in Liber 2071 of Deeds at page 481.

**Together** with the appurtenances and all the estate and rights of the parties of the first part in and to the said premises.

**To have and to hold** the premises herein granted unto the parties of the second part, their heirs and assigns forever.  
as tenants by the entirety.

**And the said** parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever

**And The grantors**, in compliance with Section 13 of the Lien Law, covenant as follows: That they will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that they will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hand and seal <sup>s</sup> the day and year first above written

In the Presence of:

*Peter S Bloom*

*Salvacion H. Coronado*

Salvacion H. Coronado

*Evelyn J. Concepcion*

Evelyn J. Concepcion

State of New York, County of

ORANGE

SS.:

On the *19<sup>th</sup>* day of February, nineteen hundred and eighty-one before me personally came SALVACION H. CORONADO and EVELYN J. CONCEPCION, to me known to be the individual <sup>s</sup> described in, and who executed, the foregoing instrument, and acknowledged that they executed the same.

*Peter S Bloom*  
Notary Public

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PETER E. BLOOM  
Notary Public, State of New York  
Residing in Orange County  
Comm. Expires March 30, 1982